

TERMS AND CONDITIONS - HIRERS

THE PARTIES AGREE AS FOLLOWS:

1. HIRING TERMS AND CONDITIONS

The contract for the hire of the Camper Trailers owned by J R Currey & A J Currey known as " Explore WA 4wd Adventures & Explore WA Camper Hire ABN: 18 092 386 605

And YOU, the hirer who is in complete agreement & understanding of the terms of which You have agreed and accepted outlined in this document.

These are known as our rental terms and conditions (**Terms and Conditions**).

We ask that You take Your time to read these Terms and Conditions before commencing Your hire as We want You to fully understand Your rights and obligations. When You read these Terms and Conditions You will see that there are a number of terms that occur regularly throughout this document. These words or phrases have a specific meaning each time they appear and You need to be familiar with them.

Definitions

Accident means an unintended and unforeseen act or collision between the Owners Equipment and any other object, including another vehicle, which results in Damage or Third Party Loss.

Authorised Driver means any driver Explore WA Offroad Camper Hire approved by in writing on the Tax Invoice prior to the Start of the Rental.

Barry or Barry the Dominator Reference Explore WA equipment unit being a Black Series Dominator

Dennis or Dennis the Dominator Reference Explore WA equipment unit being a Black Series Dominator

Explore WA Offroad Camper Hire means ABN: 18092386605

Explore WA Offroad Camper Hire Equipment means the Equipment Owner's equipment that may be hired by You. This may include but is not limited to caravans, camp trailers, motor homes or other recreational vehicles as described in the Tax Invoice.

Change of Mind is defined as any refund that is not determined to be covered under an Extenuating Circumstance

Damage means any loss or damage to the Explore WA Offroad Camper Hire Equipment including its parts, components and accessories as well as any other damage contemplated in clause 5.12 and any Loss of Use.

End of the Rental means the date and time shown in the Tax Invoice or the date and time the Explore WA Offroad Camper Hire Equipment is returned to the Equipment Owner, whichever is the later.

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Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Tax Invoice because the Explore WA Offroad Camper Equipment is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of clauses 2, 3, 4 and 13 of these Terms and Conditions.

Mechanical Breakdown means the failure of mechanical and/or accessories, as determined by Explore WA offroad Camper Hire, which may include the living cabin, water pump and/or shower/toilet. Defects and repairs of Wi-Fi, travel devices, radio, TV, CD or DVD player, awning, cruise control, etc. are not considered mechanical breakdowns.

Overhead Damage means damage to the Explore WA offroad Camper Hire Equipment during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Explore WA offroad Camper Hire Equipment coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Explore WA offroad Camper Hire Equipment, or You or any person standing or sitting on the roof of the Explore WA offroad Camper Hire Equipment.

Patty or Patty the Patriot References Explore WA equipment unit being a Patriot GT X1 managed on behalf of Campers4rent/Geof Kenah

Rental Charges means the charges payable for renting the Explore WA offroad Camper Hire Equipment from the Equipment Owner together with GST and any other taxes or levies which are all fully set out in the Tax Invoice.

Rental Location means the location of the Equipment Owner as shown in the Tax Invoice.

Rental Period means the period commencing at the time shown in the Tax Invoice and concluding at the End of the Rental.

Sealed Road means a road sealed with a hard material such as tar, bitumen or concrete.

Start of the Rental means the date and time that the rental commences as shown in the Tax Invoice

The Equipment Owner means Explore WA offroad Camper Hire / J R Currey / A J Currey / Explore WA 4wd Adventures ABN:18092386605

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

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Towing Vehicle means the vehicle used to tow the Explore WA offroad Camper Hire Equipment as described and approved by Us in the Tax Invoice.

Underbody Damage means any damage to the Explore WA offroad Camper Hire Equipment caused by an impact to the underside of the Explore WA offroad Camper Hire Equipment by an impact with the road or any obstruction that does not arise as result of an impact with another vehicle.

We, Us, Our, means Explore WA offroad Camper Hire / J R Currey / A J Currey / Explore WA 4wd Adventures ABN:18092386605

You, Your means the person, whether it is an individual, a firm or company that rents the Explore WA offroad Camper Hire Equipment from Us.

2. HIRING TERMS AND CONDITIONS

2.1 Who may operate the Explore WA offroad Camper Hire Equipment?

Only You or an Authorised Driver may operate the Explore WA offroad Camper Hire Equipment. If You let anyone who is unauthorised or not notified to Explore WA offroad Camper Hire in writing to tow or drive the Explore WA offroad Camper Hire Equipment it is a Major Breach of the Explore WA offroad Camper Hire Hire Contract. Any Authorised Driver who is not You, must be added via the prehire checklist at the time of handover with the Equipment Owner. Any driver not added to the checklist who causes Damage will be required to pay all costs involved including potential loss of income and any other special, indirect or consequential loss suffered or incurred by the Equipment Owner.

2.2 If there is a Major Breach of the Explore WA offroad Camper Hire Hire Contract neither You nor any Authorised Driver has cover for any Damage or for any Third Party Loss and both You and any Authorised Driver are personally liable to pay for that Damage and for any Third Party Loss.

2.3 We set a minimum age limit for those hiring, operating and towing Explore WA offroad Camper Hire Equipment, so that You and any Authorised Driver must be at least 25 years of age & held their license for more than 2 years regardless of age, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Tax Invoice or is otherwise agreed in writing with the Equipment Owner. You and any Authorised Driver must also have a full valid licence to drive the Explore WA offroad Camper Hire Equipment that is not subject to any restriction or condition and probationary licence holders and learner drivers are not acceptable and must not tow or drive the Explore WA offroad Camper Hire Equipment. In some cases minimum age on hires may be brought down with written permission from Explore WA offroad Camper Hire

2.4 You shall comply with all applicable West Australian state and federal laws and regulations in connection with this Explore WA offroad Camper Hire Contract.

2.5 The prohibitions/requirements contained in these Terms and Conditions regarding the use of Explore WA offroad Camper Hire Equipment extend to the vehicles used to tow Explore WA offroad Camper Hire Equipment.

3. PROHIBITED USE

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- 3.1 The Explore WA offroad Camper Hire Equipment **must not be operated or driven if the Authorised Driver's licence or Your licence has been cancelled within 2 years before the date of the Tax Invoice.**
- 3.2 **The Explore WA offroad Camper Hire Equipment must not be operated by You or any Authorised Driver:**
- (a) if You or any Authorised Driver is intoxicated or under the influence of drugs or alcohol or has a blood alcohol content or any urine or oral fluid sample that exceeds the limit set by law and You and any Authorised Driver must not fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) acting recklessly or dangerously; or
 - (c) whilst the Explore WA offroad Camper Hire Equipment is damaged, unroadworthy or unsafe.
 - (d) provided it is reasonable in the circumstances to do so, not tow the Explore WA offroad Camper Hire Equipment after an accident or hitting an object (including an animal) until you have obtained our approval to do so;
 - (e) not use the Explore WA offroad Camper Hire Equipment to prepare, commit or assist in the preparation or commission of any Terrorist Act, or crime.
- 3.3 You and any Authorised Driver must not use the Explore WA offroad Camper Hire Equipment:
- (a) for any illegal purpose;
 - (b) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
 - (c) to carry passengers for hire, fare or reward; or
 - (d) in connection with the motor trade for experiments, tests, trials or demonstration purposes. Unless permitted in writing by Explore WA offroad Camper Hire.
- 3.4 You and any Authorised Driver must not:
- (a) modify the Explore WA offroad Camper Hire Equipment in any way;
 - (b) sell, rent, lease or dispose of the Explore WA offroad Camper Hire Equipment; or
 - (c) register or claim to be entitled to register any interest in the Explore WA offroad Camper Hire Equipment under the *Personal Property Securities Act 2009* (Cth).
- 3.5 You and any Authorised Driver must not:
- (a) smoke in the Explore WA offroad Camper Hire Equipment and You must prevent all other persons from doing so; or
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- (b) use the Explore WA offroad Camper Hire Equipment to transport any animals except assistance animals without our prior written approval.

4. WHERE THE Explore WA offroad Camper Hire EQUIPMENT CAN AND CANNOT BE USED

- 4.1 Where the Explore WA offroad Camper Hire Equipment is for on road use, the Explore WA Offroad Camper Equipment must be operated on a Sealed Road at all times with the exception of:
 - (a) well maintained access roads less than 10 kilometres in length that are used for access to recognized camping grounds; or
 - (b) Any offroad tracks or 4x4 areas.
- 4.2 Explore WA offroad Camper Hire Equipment must not be used in any area that is prohibited by Us. Prohibited areas include: roads that are prone to flooding or are flooded; beaches, streams, rivers, creeks, dams and floodwaters; any road where the police or an authority has issued a warning; any road that is closed; any road where it would be unsafe to drive the Explore WA offroad Camper Hire Equipment; any area where snow has fallen or is likely to fall; and any area that is off-road unless point 4.3 applies.
- 4.3 If Explore WA offroad Camper Hire agree in writing that your off-road portion of the journey undertaken is acknowledged & accepted our relevant insurance policy will provide of same & your hire will be eligible for Off road usage.
- 4.4 Explore WA offroad Camper Hire must provide in written authorisation for use of the Equipment to use Off Road before the Rental commences.
- 4.5 The Hirer must sign the Off Road Hirer Agreement for the Equipment to be used off road before the Rental commences.
- 4.6 Only Equipment that is specially built for off road activity by the manufacturer is permitted to be used in an off road environment.
- 4.7 Whilst being driven in an off road manner, accidental damage to suspension or drive-train components or underbody panels or apparatus fixed beneath the Vehicle, is considered a breach of the rental terms and conditions and may not covered by insurance.
- 4.8 Explore WA offroad Camper Hire reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the rental period.

5. YOUR OBLIGATIONS AND YOUR LIABILITY

- 5.1 At the Start of the Rental You must:
 - (a) pay Us the Deposit and any other applicable costs agreed to;
 - (b) pay Us the anticipated Rental Charges;
 - (c) provide a valid credit card for the purpose of a valid pre authorisation to the amount of \$1500. At Explore WA's discretion you may be charged a pre
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authorization hold on your credit card. This will not be deducted from your card. Pre authorisations are simply a hold on a portion of funds which are returned at the end of hire unless damage or loss occurs during your period of hire.

- (d) check that the Explore WA offroad Camper Hire Equipment and Your tow vehicle complies with all recommended towing requirements by the Australian state/territory the Explore WA Offroad Camper Equipment and tow vehicle are registered in; and
 - (e) undergo a short induction by the Equipment Owner as to the safe use, operation and handling of the Explore WA offroad Camper Hire Equipment.
- 5.2 For security purposes, Explore WA offroad Camper Hire requires the Liability Deposit to be paid in connection with all rentals. The Liability Deposit must be paid using a valid credit card and the credit card's details will be recorded & stored securely. This pre authorised liability amount is up to \$1500 used to cover insurance excesses & immediate costs, but will not be deducted, rather a pre authorised hold will be placed on your card for this amount.
- 5.3 At the End of the Rental You must:
- (a) Return the Explore WA offroad Camper Hire Equipment in the same condition it was in at the Start of the Rental, Fair Wear and Tear excepted;
 - (b) pay for any Damage to the Explore WA offroad Camper Hire Equipment, or for its loss as a result of theft, subject to the benefit of insurance pursuant to clause 8;
 - (c) pay cleaning costs and any other costs We incur in reinstating the Explore WA offroad Camper Hire Equipment to the same condition it was in at the Start of the Rental.
- 5.4 The Liability Deposit will be refunded at the End of the Rental if you have fulfilled Your obligations under the Explore WA offroad Camper Hire Hire Contract and the following have been satisfied:
- (a) all amounts due to us under the Explore WA offroad Camper Hire Hire Contract have been paid by You;
 - (b) the Explore WA offroad Camper Hire Equipment has been returned by You to the Equipment Owner at the Rental Location at the date and time set in the Tax Invoice;
 - (a) the Explore WA offroad Camper Hire Equipment is returned in the same condition it was hired in and
 - (b) there is no Damage or Third Party Loss.
- 5.5 Notwithstanding any other provision herein, in the event that the Explore WA offroad Camper Hire Equipment is returned:
- (a) with Damage, the Liability Deposit shall be used to cover the Equipment Owner's costs of the Damage; up to \$1500 per incident. If damages exceed this amount, at the equipment owner's discretion an insurance claim may be lodged to repair the owners equipment with these funds contributing to the excess for the relevant claim.
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- (b) in an unclean condition, the Liability Deposit shall be used to cover the Equipment Owner's costs of cleaning the Explore WA offroad Camper Hire Equipment up to an amount of \$1000; and/or
 - (c) otherwise not in its original condition, the Liability Deposit may be used to cover any other reasonable miscellaneous costs incurred by Explore WA offroad Camper Hire, including but not limited to missing equipment, sanitation, deep cleaning or for refuelling in circumstances where the Explore WA Offroad Camper Equipment is not returned with full gas bottles.
 - (d) The Kilometer Allowance and Charge Per Excess Kilometre Fee is indicated on booking request on Explore WA offroad Camper Hire. Any excess kilometre fee is payable by the Hirer on return of the Vehicle (Only applies to RV's we offer for hire).
- 5.6 You can purchase a reduced liability waiver from us for \$8.50/day which reduces any amount payable to \$1000 per claim for damage. You will be offered this at time of booking. Note that in the event of section 5.7 and a claim is denied, we still reserve the right to pursue the cost of damages, repair or loss through court proceeding.
- 5.7 Should any insurance claim resulting from damage or loss to the camper trailer be declined, or either the claim as a whole or in part not cover aspects of the Explore WA Offroad Camper Hire equipment, you will be liable for all damages to the Explore WA Offroad Camper Hire equipment. We reserve the right to pursue cost of damages, repair or loss through court proceeding or by debt collection agency appointment.
- 5.8 In the event that you breach this Explore WA offroad Camper Hire Hire Contract You agree that the Liability Deposit shall be used to cover any Damage, Third Party Loss and any loss suffered or incurred by us the Equipment Owner. With regard to all of your obligations & liability you hereby authorise Explore WA offroad Camper Hire to charge your credit card accordingly with this hire contract. In the event an insurance claim is denied from damage incurred during your hire period, you will be liable for all damages to the Explore WA offroad Camper hire equipment & costs associated with repairing or replacing to comparable condition at the start of your hire. You acknowledge and agree that the Liability Amount applies in respect of each claim, not per rental. Should you commit a Major Breach of the contract you will be Liable for all other costs.
- 5.9 If at any time, Your credit card is unable to be charged You agree to pay all outstanding amounts to Explore WA offroad Camper Hire within 7 days of Explore WA offroad Camper Hire written notice. In the event that you fail to pay within the required 7 days, Explore WA offroad Camper Hire may pass your debt to a debt recovery agent. Any additional charges associated with this shall be borne by You.
- 5.10 You and any Authorised Driver must pay all fines and infringements as well as any fines or charges imposed for parking or towing the Explore WA offroad Camper Hire Equipment or release of the Explore WA offroad Camper Hire Equipment if it has been seized by a regulatory authority. If We pay for any fines or infringements incurred by You during the Rental Period We will charge You an administrative fee of \$99 for all such payments will be applied as well as charging You for the fine or infringement.
- 5.11 During the Rental Period, You and any Authorised Driver must make sure that the Explore WA offroad Camper Hire Equipment is locked when not in use or unattended and You and any Authorised Driver must keep the keys in Your possession at all times. You and any Authorised Driver must take reasonable care of the Explore WA Offroad Camper Hire Equipment by:
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- (a) preventing it from being damaged;
- (b) making sure that it is protected from the weather;
- (c) maintaining the tyre pressures;
- (d) maintaining fluid levels as per manufacture or owner's reference as required;
- (e) operate the Explore WA offroad Camper Hire Equipment in line with owner's and manufacturer's instructions; and
- (f) ensure it is not overloaded.

Failure to act in the manner outlined above may be considered by Explore WA offroad Camper Hire to be a rental breach and therefore you as the Hirer will be responsible for damages caused by this.

5.12 If during the Rental Period the Explore WA offroad Camper Hire Equipment develops a fault:

- (a) You must inform Us immediately and not drive the Explore WA offroad Camper Hire Equipment unless We have authorised You to do so; and
- (b) You must not let anyone else repair or work on the Explore WA offroad Camper Hire Equipment without Our prior written authority to do so.

5.13 At all times, You are responsible for:

- (a) damage caused where the terms of this Explore WA offroad Camper Hire Hire Contract have been breached;
 - (b) damage caused due to a single vehicle or Equipment rollover;
 - (c) damage caused to tyres
 - (d) damage caused to the Explore WA offroad Camper Hire Equipment by the Your willful conduct;
 - (e) damage or loss caused to any personal belongings;
 - (f) damage caused due to use of contaminated fuel if applicable;
 - (g) damage to the awning, or slide out of the Explore WA offroad Camper Hire Equipment;
 - (h) damage to the rooftop tent if applicable;
 - (i) damage to wind up mechanisms if applicable;
 - (j) return of the Explore WA offroad Camper Hire Equipment to agreed drop location on time;
 - (k) return of the Explore WA offroad Camper Hire Equipment is same condition as picked up; and
 - (l) cleaning of the Explore WA offroad Camper Hire Equipment, including if applicable the shower and toilet.
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6. RENTAL EXTENSIONS

- 6.1 Should You wish to extend the rental period whilst on hire, you must first obtain authorisation from Explore WA offroad Camper Hire. This is subject to availability of the Vehicle.
- 6.2 The extra cost of an extended rental must be paid by credit card over the telephone immediately on confirmation of the rental extension
- 6.3 The additional days will be at the daily standard gross rental charge for the Equipment applicable at the time of the extension.

7. DAMAGE

- 7.1 At the Start of the Rental You must: inspect the Explore WA offroad Camper Hire Equipment and compare any pre-existing damage against the current damage log; and using either a Smartphone or a camera take photographs of all sides of the exterior of the Explore WA offroad Camper Hire Equipment and retain such photographs. If You find any Damage that is not recorded on the damage log, You must report it by phoning 0406 108 480 or by sending an email to admin@explore-wa.net before driving the Explore WA offroad Camper Hire Equipment.
- 7.2 At the End of the Rental Period You must repeat the procedures for taking photographs as required by clause 7.1. You must email the original photos, unedited and in the highest resolution available, to Us within five days of our request if you dispute any reported damage by Explore WA offroad Camper Hire. You are responsible for Damage to, or theft of, the Explore WA offroad Camper Hire Equipment and subject to the benefits of clause 8 (Insurance), You must pay the Equipment Owner for any Damage to the Explore WA offroad Camper Hire Equipment, or its theft, that occurs during the Rental Period. Any punctures or other damage to a tyre during Your rental which is caused by driving over foreign objects is Your responsibility and You must repair or replace the punctured or damaged tyre at Your own expense. Regardless of the cause of the flat tyre or puncture, if You drive the Explore WA offroad Camper Hire Equipment with a flat tyre You will be responsible for any resulting damage to the Rim, gaurds & underbody panels & appartus or the Explore WA offroad Camper Hire Equipment.

8. OUR OBLIGATIONS

- 8.1 Explore WA offroad Camper Hire will supply Equipment that is mechanically sound and in good working order taking into account the age of the Explore WA offroad Camper Hire Equipment. To the maximum extent permitted by law, the Equipment Owner will not be responsible for any indirect or consequential loss You may suffer if the Explore WA offroad Camper Hire Equipment breaks down or is not fit for purpose.

8.2 **Holiday Disruption Coverage**

Notwithstanding clause 7.1 above, should the Explore WA offroad Camper Hire Equipment suffer a Mechanical Breakdown, You must report the Mechanical Breakdown to Explore WA offroad Camper Hire immediately with a full description and photographs. Explore WA offroad Camper Hire will offer advice & directions for the best option in the presented situation, such as engaging an authorised repairer (where necessary), towing contractor or other option suitable to the situation.

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- 8.3 Failure to notify Explore WA offroad Camper Hire within six (6) business hours of the Mechanical Breakdown, will be taken as an acknowledgement by You, that the issues are of a minor nature such that You can make no claim for loss of time in respect of Your rental.
- 8.4 Should the Mechanical Breakdown continue for more than twelve (12) business hours after reporting the Mechanical Breakdown to Explore WA offroad Camper Hire under clause 7.2, you will be reimbursed up to a maximum of 75% the daily rental rate for each day affected day until the Mechanical Breakdown is rectified. Explore WA offroad Camper Hire may, in its sole discretion, provide accommodation if the vehicle is not habitable.
- 8.5 Explore WA offroad Camper Hire will not be liable for reimbursement under clause 7.4, where the Mechanical Breakdown occurs in the following conditions:
- (a) Disrupted air conditioning in temperatures over 36 degrees Celsius if fitted or applicable to Our equipment. ;
 - (b) In the case the mechanical breakdown is related to suspension arms or components, tyres, brakes & hub assemblies & the vehicle is being used off-road at the time of the incident disruption coverage will be at the sole discretion of the Equipment Owner after reviewing the events leading up to failure.
 - (c) Diesel heaters in temperatures under four (4) degrees Celsius if fitted; or
 - (d) Tent or awning damage caused by a storm or weather events.
 - (e) Water pumps freezing in temperatures below two (2) degrees Celsius.

9. INSURANCE

- 9.1 Each Equipment Owned by Explore WA offroad Camper Hire has a comprehensive insurance policy (Policy) that provides You or any Authorised Driver with cover for Accidental Damage to the Explore WA Offroad Camper Hire Equipment or its theft. As You are liable for Damage to the Explore WA offroad Camper Hire Equipment, or its theft, pursuant to clause 5, prior to your rental You must:
- (a) obtain a copy of the Policy from the Equipment Owner and confirm that that the Policy is current for the Rental Period; This is provided here for your full disclosure <https://www.cilinsurance.com.au/sites/default/files/fm/pdf/cil-secure-caravan-insurance-product-disclosure-statement.pdf>
 - (b) confirm that it provides You and any Authorised Driver with the appropriate level of cover to protect You and any Authorised Driver from liability where there is Accidental Damage to the Explore WA offroad Camper Hire Equipment or it is stolen;
 - (c) during the Rental Period observe and comply with the Policy terms, conditions and exclusions.
 - (d) Note Your excess amount is \$1500 in the event an insurance claim is to be made.
- 9.2 The sufficiency, effectiveness and adequacy of Insurance cover for the Explore WA Offroad Camper Hire Equipment during the Rental Period is Your responsibility and We have no liability in the event that the insurance cover is insufficient, ineffective or inadequate, or if indemnity under the Policy is denied.
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- 9.3 We strongly recommend that You take out the highest level of travel insurance available to You.
- 9.4 If the Equipment Owner has elected to have the Explore WA offroad Camper Hire Equipment insured through Camplify for your hire you can see the full Product Disclosure statement at www.camplify.com.au/insurance. You will also find terms & conditions relating to the hire via the Camplify platform together with Your responsibilities and the Equipment Owners
- 9.5 There is no insurance cover for personal items that are left in or stolen from the Explore WA offroad Camper Hire Equipment and You are strongly recommended to take out Your own insurance policy to cover any such loss.

10. RENTAL PERIOD, COSTS & CHARGES

- 10.1 The Tax Invoice shows: the Rental Period for which You have hired the Explore WA offroad Camper Hire Equipment; and the Rental Charges. At the End of the Rental You must return the Explore WA Offroad Camper Hire Equipment no later than 12 noon on the date shown in the Tax Invoice or as agreed with the Equipment Owner in writing with Explore WA offroad Camper Hire in writing.
- 10.2 If You return the Explore WA offroad Camper Hire Equipment more than one hour after the time set for its return in the Tax Invoice We will charge You \$100.00 per hour up to one full day and a further full day's rental for each 24 hour period thereafter until the Explore WA offroad Camper Hire Equipment is returned to Us. At the End of the Rental You must pay for all amounts owing pursuant to clause 5.3. All moneys payable under the Explore WA offroad Camper Hire Hire Contract are payable to Us in full at the End of the Rental and any moneys owed to Us thereafter accrue interest at the rate of 10% per annum commencing 7 days after the End of the Rental.

11. ACCIDENTS OR BREAKDOWNS

- 11.1 Explore WA offroad Camper Hire provides no breakdown cover. We recommend RACWA & NRMA in the event of a breakdown situation for towing services. We will assist you when you alert us of a problem.
- 11.2 If you are hired through the Camplify Platform, hire provides all Equipment Rental with breakdown cover via the NRMA.
- 11.3 If the Explore WA Offroad Camper Hire Equipment breaks down because of a Mechanical Breakdown You must contact Explore WA offroad Camper Hire on 0406108480 or by sending an email to Explore WA offroad Camper Hire admin@explore-wa.net. Hires through Camplify come with nation wide roadside assistance through the NRMA. The NRMA can assist with: tyre changing; lost keys; basic problems, or keys locked in the Camplify Equipment, however please note that extra charges will apply if any of these services are provided at your request above any inclusions in your hire. RAC WA also offer similar services.
- 11.4 We will provide all practical assistance including making available a replacement Equipment subject to it's availability.
- 11.5 If the NRMA need to be engaged to retrieve the Owners Equipment the following is the maximum that Camplify will cover if hires of Explore WA Offroad Camper Hire Equipment has been hired using the platform. All additional costs will be at the Owner cost where the Owners Equipment is at fault, or the Hirer where the Hirer has caused the incident;
- (a) up to 50km towing in metro and country areas,
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- (b) 100km in remote areas,
 - (c) or up to \$3000 in towing cover in a major breakdown.
- 11.6 If You or an Authorised Driver has an Accident or if the Explore WA offroad Camper Hire Equipment is stolen You must report the Accident or theft to the Equipment owner within 12 hours of it occurring and fully complete an Accident/Theft report form (Provided on request) . If the Explore WA offroad Camper Hire Equipment is stolen or if You or an Authorised Driver has an Accident where: any person is injured; the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or the other party appears to be under the influence of drugs or alcohol, You or the Authorised Driver must also report the theft or Accident to the Police. If You or an Authorised Driver have an Accident You and the Authorised Driver must: exchange names and addresses with the other driver; obtain the names and addresses of all witnesses; not make any admission of fault or promised to pay the other party's claim or release the other party from any liability; forward all third party correspondence or court documents to Us within 7 days of receipt; and co-operate with Us in the prosecution of any legal proceedings that We may institute or defence of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending Our lawyer's office or any Court hearing.

12. CANCELLATION POLICY

- 12.1 We appreciate that circumstances can change and that You may need to cancel Your booking.
- 12.2 A booking is deemed as cancelled when You, in writing state your intention to cancel the hire relating to that booking an it is received by us with time stamp.
- 12.3 The following is Explore WA Offroad Camper Hire's;
- i. Change Mind Policy
 - (A) Cancel up to 60 days before the start of the booking and receive a full refund less any applicable booking fee's or incurred costs.
 - (B) Cancel between 60 and 31 days before start of booking and receive a 75% credit
 - (C) Cancel between 30 and 15 days and receive a 50% credit
 - (D) Cancellations 14 days before start of booking will not be eligible for any credit or refund.
- 12.4** Any entitlement to a refund that is classified as Change of Mind is subject a Explore WA offroad Camper Hire Refund Processing Fee of \$25 (including GST), which is non-refundable and any and all taxes will be retained. Explore WA Offroad Camper Hire in its sole discretion may waive the operation of the Cancellation policy.
- 12.5 During times of Major Extenuating Circumstances such as impacts of the Covid- 19 Pandemic Explore WA Offroad Camper may implement its Extenuating Circumstance Policy. If this occurs a notification will be posted on our main social media page #explorewacampers . This page will outline the policy change during that period. An extenuating circumstance is not limited to, but may include Covid-19. Any Covid – 19
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related closures by way of WA government restriction or restriction that reasonably prohibit you from taking your hire as planned will result in a full credit to rebook without penalty. Further options may be available to you in the extenuating circumstances policy provided, depending on the nature of the situation. If your hire is affected, we will forward a copy direct of our extenuating circumstances policy after it has been posted publicly.

13. MAJOR BREACH OF THE EXPLORE WA CAMPER HIRE, HIRE CONTRACT

13.1 If You or any Authorised Driver:

- (a) commit a Major Breach the Explore WA Offroad Camper Hire Contract in a way that causes Damage or Third Party Loss; or
- (b) drive the Explore WA Offroad Camper Equipment in a reckless manner so that a substantial breach of road safety legislation or equivalent legislation in other states, has occurred,
- (c) purposely operate the Explore WA Offroad Camper Equipment in a manner other than outlined to you by the Owner during the prehire hand over
- (d) operate the Explore WA Offroad Camper Equipment in a manner that is contradicted by the Hiring Terms and Conditions
- (e) cause damage by;
 - i. damage caused by the your negligent act or omission;
 - ii. damage caused to the Explore WA Offroad Camper Equipment in any way by partial or total inundation, intrusion or immersion in water (including but not limited to a pothole, ditch or riverbed) or exposure of the Explore WA Offroad Camper Equipment to saltwater.
 - iii. damage caused due to use of incorrect or fuel;
 - iv. damage caused to the overhead of the Explore WA Offroad Camper Equipment
 - v. damage to the underbody of the Explore WA Offroad Camper Equipment;
- (f) operate the Explore WA Offroad Camper Equipment in an Off Road environment other than the outlined in the Terms and Conditions or as agreed to explicitly in writing.
- (g) if the Equipment is not returned to the owner as agreed and outlined on the Explore WA Offroad Camper Tax Invoice.

You and any Authorised Driver may have no cover under the Equipment Owner's insurance policy so that You may be liable for all Damage to the Explore WA Offroad Camper Equipment or its theft, or any Third Party Loss. Such Third Party Loss may be recovered You and/or any Authorised Driver.

13.2 In the event of a Major Breach, Explore WA Offroad Camper may immediately terminate the Explore WA Offroad Camper Hire Contract.

13.3 Upon such termination under clause 12.2, We or the Equipment Owner may take immediate possession of the Explore WA Offroad Camper Equipment.

TERMS AND CONDITIONS - HIRERS

14. OTHER GENERAL PROVISIONS

- 14.1 The Explore WA Offroad Camper Hire Contract is governed by the laws of Western Australia and You agree that courts in that state have non-exclusive jurisdiction to determine any dispute that arises between You and Us. The Australian Consumer Law provides You with rights that are not affected by the Explore WA Offroad Camper Hire Contract and any provision in this Contract is subject to the implied terms and conditions of that and any corresponding Federal or State legislation.
- 14.2 You acknowledge the Explore WA Offroad Camper Equipment may be fitted with a GPS tracking device or other electronic tools to enable the geographical location of the Vehicle to be tracked or located. By hiring a Vehicle You expressly consent to Us using a GPS tracking device on the Vehicle during the Rental Period and to Us collecting, using and retaining information from that device.
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